FOR MYSORE STATE

4,006--4-11-49.

P. W. (1952) Department.

(Confdl.)

Mis SERIES.

G.O. NO. 3306

Dated 2 - 8 - 52.

[Despatch Abstract.]

Mysore State

Confidential

Copy of Current file of/G.O.No.3306, Public Works Department, dated 2-8-1952:--

---

CONTRACTS -- General Elections to Legislature -- Work from which contractors withdrew for contesting elections -- Re-assignment to the original contractors after their defeat -- Instructions issued.

READ:--

G.O.Ms.No.4682, P.W., dated 16th November 1951.
Memorandum No.14640-B/52-2, P.W., dated 25th March 1952.
From the Chief Engineer (Highways), No.56703-D.2/51-15, dated 29th March, 1952.

*****

G.O.Ms.No.3306, dated 2-8-52:--

A question has been raised by the Chief Engineer (Highways) whether the original work from which a contractor withdrew and closed his accounts with reference to the orders in G.O.Ms.No.4682, P.W., dated 16-11-1951 for the purpose of contesting elections can be reassigned to him on application after his defeat in the elections. The Government consider that this should not be done. There is, however, no objection to such contractors being included in the list of approved contractors for the execution of other works, after collection of fresh registration fee if, in the opinion of the Chief Engineer, it is desirable to do so, provided a period of one year has elapsed after the contractor withdrew from the original contract.

2. As a matter of policy, the Government direct that, in future, Chief Engineers and engineers subordinate to them should firmly and summarily decline to terminate contracts subsisting on the date when the writ for an election is issued under the Representation of the People Act, 1951. The Engineers should clearly explain this policy to the contractors at the time of accepting their contracts so that they may not have any sense of grievance when their last-minute applications for the termination of their contracts are rejected summarily.

/True copy/

Superintendent.

Copy of note file of Confidential G.O.No.3306, Public Works Department, dated 2-8-1952:--

---:::---

25807-B/52. P.W.D.(B.2).

CONTRACTS -- Highways Department -- General elections to Legislatures -- Contractors who withdrew from subsisting contracts with a view to stand for election -- Reassignment of contracts.

Ref: From the C.E.(H), No.5000-D2/51-15 dated 29-3-1952.

---**##-

In G.O.Ms.No.4682, P.W., dated 16-11-1951, instructions were issued in regard to the termination of contracts of certain contractors and to remove their names from the list of approved contractors in order to enable them to contest the elections. The Chief Engineer (Highways) has reported that Sri N.V. Bashyam Reddi, Cuddalore, who thus withdrew and in whose place his nominee has taken up the balance of work has now applied for re-assignment to him of the work from which he withdrew at the original terms and conditions of contracts. The contract in the name of Sri N.V. Bashyam Reddi was formally closed before entrusting it to his nominee. In the circumstances and as similar cases are likely to come up, the Chief Engineer (Highways) requests that a general ruling may be given.

2. One of the conditions stipulated in para 3 of G.O. Ms.No.4682, P.W., dated 16-11-1951 is that there should be a final and complete settlement of rights and liabilities as between the Government and the existing contractor and that no sum of money should remain payable to him and nothing should remain liable to be supplied or done by him. It seems, therefore, inevitable that the termination of the contract is final. It may be mentioned in this connection that in Memo No.14640-B/52-2 dated 25-3-1952 the Government have confirmed the ruling given by the Chief Engineer (General) that a contractor whose name was removed from the list of approved contractors eoenable him to s tand for elections can have his name included in that list after treating his application as a fresh one and after he has paid the registration fees prescribed for such inclusion.

3. In the circumstances stated in para 2 above, it appears doubtful whether the original work from which the contractor withdrew for the purpose of contesting elections can be re-assigned to him, as it seems to be against the spirit of the orders issued in Memo No.14640-B/52-2 P.W. dated 25-3-52. If considered necessary by the C.E.(H), the contractor in question may be included in the list of approved contractors after collection of fresh registration fee and he may be entrusted with execution of a fresh work other than the original work from which he withdrew.

Legal and Finance may see before Circulation.

A.J.C., 22-4-52 S.K., 24-4-52.

B above: There is no objection to the contract with the existing contractor being terminated and the work being entrusted again to the old contractor, provided that it involves no extra expenditure whatsoever to Government.

M.G., 25-4-52.

On

On principle I think it would be undesirable to reassign the contract -- "administratively it is not appropriate to have frequent changes of contractors. Further the persons made their beds and they must lie on it. We should not give the impression that there was only a pretence of satisfying the provisionof the Representation of the People Act.

There is however no objection 'A' and 'B' in the office note.

T.M.S. Mani,
25-4-52.

LEGAL (OPINIONS-A) DEPT.

This department agrees with P.W.D.(1) that the contractors whose names have been removed from the list of approved contractors may be included in that list on the necessary application being made by them and on payment of the prescribed fees, and (ii) that they may be entrusted with the execution of fresh works to be undertaken in future.

2. If the work is to be reassigned to the original contractor, either we should obtain the prior consent of the contractor who is now actually in charge of the work or we should be prepared to face a suit for damages for breach of contract by the latter. In other words, Government cannot arbitrarily revoke by their unilateral action the contract now subsisting between themselves and the contractor now in charge of the work, and reassign it to the original cortractor, without rendering themselves liable to besued for damages.

V. Venkatachalapathy,
30-4-52.

I agree.

I fully share the views expressed by the P.W.D. Secretary in his note above.

K.V. Rajagopalan,
30/4

Finance Dept.(Exp.C).

This file deals with the question of re-assignment of work to the contractors, whose names were removed from the list of approved contractors, in order to enable them to contest the elections. Please see the notes on pp.1-3 above. In the circumstances stated in para.2 of their note on pp.1-2 above, P.W. consider that there is no objection to include the name of the contractor in question in the list of approved contractors, after collection of fresh registration fee and to entrust him with the execution of a fresh work other than the original work from which he withdrew. Legal fully agree with the views of P.W. Secretart at N on pp.2-3 above. Finance also may agree with the views of P.

V.A.V.,
9/5/52.

P.W.D.(B.2).

In G.O.Ms.No.4682; P.W., dated 16-11-51, instructions were issued to terminate the contracts of certain contractors

and

and to remove their names from thelist of approved contractors in order to enable them to contest the elections. The Chief Engineer (Highways) has reported that Sri M.V. Rashyam Reddi, Cuddalore, who thus withdrew and in whos place his nominee has taken up the balance of work has now applied for re-assignment to him of the work from which he withdrew at the original terms and conditions of contract. The contract in the name of Sri M.V. Rashyam Reddi was formally closed before entrusting it to his nominee. In the circumstances and as similar cases are likely to come up, the Chief Engineer (Highways) requests that a general ruling may be given.

2. One of the conditions stipulated in para 3 of G.O.Ms.No.4682, Public Works, dated 16-11-1951 is that, in the termination of contracts, there should be a finsl and complete settlement of rights and liabilities as between the Government and theexisting contractor and that no sum of money should remain payable to him and nothing should remain liable to be supplied or done by him. It seems, therefore, inevitable that the termination of the cohtract is final. It may be mentioned in this connection that in Memo.No.14640-B/52-2 dated 25-3-1952 the Government have confirmed the ruling given by the Chief Engineer (General) that a contractor whose name was removed from the list of approved contractors to enable him to stand for elections can have his name included in that list after treating his application as a fresh one and after he has paid the registration fees prescribed for such inclusion.

3. This Department have considered that, on principle, it would be undesirable to reassign the Contract, as it is not administratively appropriate to have frequent changes of contractors, that the contractor in question may be included in the list of approved contractors after collection of fresh registration fee and that he may be entrusted with the execution of a fresh work other than the original work from which he withdrew.

4. The Legal department, while agreeing with the views of this department in para 3 above, have stated that the Government cannot arbitrarily revoke, by their unilateral action, the contract now subsisting between themselves and the contractor now in charge of the work and reassign it to the original contractor without rendering themselves liable to be sued for damages. The Finance Department have also agreed with the views of this Department in para 3 on p.5 ante.

5. A draft order is submitted.

6. The case may be circulated to H.M.(P.W.).

K.S. Menon,
31-5-52.

M. Gopal Menon,
2-6-52.
T.M.S.Mani,
3-6-52.

H.M.(P.W.) Sd. M. Rama Reddi,
4/6.

H.C.M. I feel this should not become an automatic affair, withdrawing and then getting into the list again. If a man has preferred to become a politician he should not be enabled to return as a contractor so easily. The mischief of the situation sought to be prevented by the Election Law about it will be there in reality. Once a man has given up the profession

of

of contractor for Government, when he applies again, I would like as a matter of policy he should not be admitted for say a year. This of course cannot be made into a legal bar. But has not the Engineer a discretion in admitting people into the list of contractors? Is there any fair and legal way of putting off such quick-change artists for at least a year?

C. Rajagopalachari,
5-6-52.

The draft may be altered suitably if the above view can be put into practice.

C.R.

Submitted.

A copy of the Secretary's note referred to at 'A' above is put up at (O).

A.J.C.,
10-6-52.

The system of maintaining a register of contractors is followed in the Public Works Department and the Highways Department and also in respect of Civil works in the Electricity Department. The purpose of this register is to furnish the officers concerned with ready information regarding the contractors who normally tender for such works, i.e. whether a contractor is able to do a particular type of work satisfactorily and whether he has the necessary financial backing for carrying out such works. The register also shows the financial limits up to which works may be entrusted to a particular contractor.

2. Non-inclusion of a contractor in such register, however, does not preclude him from tendering for works which have been advertised by the Government. Nor does it permit the Departmental officers to refuse to receive tenders from such a person. In para 154 of the P.W.D. Code it is stated that tenders should invariably be invited in the most open and public manner possible, whether by advertisement in the Government Gazette or local Newspapers, or by notice in English and the Vernacular posted in public places, and tenderers should have free access to the contract documents. Authority is always reserved to the Government to reject any or all the tenders received without the assignment of any reason. This fact is expressly stated in all advertisements of tenders.

3. Para 156 of the P.W.D. Code says that in selecting the tender to be accepted, the financial status of the tenderers, their capability, the security offered by them or the record of their execution of any works previously should be taken into consideration. Other conditions being equal, the lowest tender should be accepted. In cases where a tender other than the lowest is accepted, a confidential record should be kept of the reasons for doing so. This confidential record should be shown to the Inspecting Officer of the Audit Department if required. Though the acceptance or rejection of tenders is left entirely to the discretion of the officer to whom the duty is entrusted, audit can always ask why a particular tender, which would have been less costly, has not been accepted, and if the Accountant-

General is not satisfied with the reasons furnished by the Department, or by the Government, in cases where the matter comes to the notice of the Government, he can always raise the issue before the Public Accounts Committee. The Accountant General might not be prepared to accept as sufficient reason for rejection of tender, the fact that one year has not elapsed since the tenderer got his name removed from the list of contractors maintained by the Department for the purpose of becoming eligible for election to the Legislature.

4. If we issue instructions to the effect that a particular man should not be included in the register for a period of one year after he had his name withdrawn from the register for the purpose of standing for election, the officer concerned will record the same reason for rejecting the tender, and once this policy becomes known, it might be opposed by the Contractors concerned in the Law Courts. While therefore there may be no difficulty about not including a particular contractor's name in the registers of the Department, the difficulties mentioned above may arise as a result of such non-inclusion.

M.G.,
7-7-52.

S/

With reference to C.M.'s minute at pp.6-7 ante the note above may be seen.

2. As the reasons for rejecting a tender other than the lowest is to be entered in a confidential record only, and as the A.G. is not likely to challenge the reasons, for they would be based on the statement that they were warranted by the spirit of the Election Law, it does not seem that the matter will gain such publicity as to enable the contractors concerned to go to the Courts. Even if they go to the Courts, in as much as power is always reserved to reject any or all the tenders, no Court can compel Government to give a particular contract to a particular individual. Moreover, we could always issue instructions to the effect that those not registered in the list of contractors should not be given any contracts. The reason for non-registration would be that a man who is likely to desert a particular work in order to contest some election or other cannot be trusted to execute the work given to him setisfactorily. I do not therefore think that there will be any difficulty in the practical working of the suggestion made by C.M.

3. At the same time it might perhaps be argued that a man who had attempted to become a politican need not necessarily remain a politician for the rest of his life. The spirit of the Constitution provides for any individual practising any profession he likes so long as he does not offend any provision of the Law for the time being in force. The period of one year suggested by C.M. would virtually amount to a period of suspension of professional work. On general grounds of expediency such a suspension may not perhaps be quite warranted by administrative or moral requirements.

Also, cases of contractors closing their accounts with the Govt. and contesting elections have not been many.

4. The question is therefore one of policy, and if Govt. feel that notwithstanding the arguments above, as a matter of policy, persons who throw up their contracts in order to contest elections should be discouraged, it should not be difficult to secure that such persons are not registered again and given Govt. contracts.

P.T.O.

Public (Elections) and Legal may see before Circulation.

5. As the C.E. wants orders quickly, the case may be treated as 'Special'.

T.M.S. Nambi,
8-7-52.

Public (Elections) Dept.

In G.O.No.4682, P.W., dated 16-11-1951, certain contractors with the Govt. who desired to contest the general elections were permitted to terminate their contracts subject to certain conditions specified in that G.O. A question has now been raised whether the original contractors who withdrew, with reference to the orders in the G.O. cited, can on application be re-assigned the original works. P.W.D. have suggested that this should not be done, but that they may be permitted to apply for re-registration as contractors and assigned any new works. When the case was circulated, C.M. has minuted that such contractors who have given up their profession for Govt., should not, as a matter of policy be admitted as contractors, at least for one year. While this cannot be made into a legal bar, C.M. wanted it to be examined whether the C.E. has not discretion to enforce this. The note of Secy. P.W. at pp.10-11 ante may be perused and the case passed on to Legal.

No special remarks seem to be called for in Public (Elections).

Id./-
10-7-52
Addl. Secy.

Under Article 19(6) of the Constitution, the right to practise any profession or to carry on any business can be restricted only by statutory provisions. Here, the question in issue is not the right to practise as a private contractor, but the right to practise as a Government contractor. I do not think there is any fundamental or other statutory right for a person to practise as a Government contractor. By refusing to register a person as a Government contractor, I do not think, we will be offending against any clauses in the Constitution or be guilty of denial of equality of opportunity relating to "employment or appointment to any office under the State". We are not discriminating against the particular ex-contractor on the ground of religion, race, caste, sex, ~~xxx~~ descent, place of birth, residence etc. As suggested by the Secretary, P.W.D., we can defend non-registration of the ex-contractor on the ground that he cannot be trusted to stick to his contract and that he would want to become a politician again at the next bye-election or General Election. We may watch his activities for a year as suggested by C.M. If the Chief Engineer is satisfied that he is not likely to be tempted again by career as a politician, he may allow him to be re-registered as a Government contractor; meanwhile, the ex-contractor is free to do work on as large a scale as he likes as a private contractor. I do not think there is any legal difficulty, and we must certainly do all that we can, within the law, to discourage effectively those who would like to be Government contractors and members of Legislature according to their whims and fancies.

It is also very desirable -- it will really be the most effective thing to do -- that Government should in future firmly and summarily decline to terminate contracts subsisting on the date when the writ for an election is issued under the Representation of the People Act, 1951. The man voluntarily chose to be a contractor, and if a contract with the Government

is a

is a legal bar under section 7(d) of the Representation of the People Act, 1951, he has no right to expect the Government to be a party to an artificial termination of his contract just to enable him to get rid of this disqualification. I believe there is nothing, either in the terms of these contracts or in any other law or the Constitution which compels the Government to let a man back out of a contract into which he has voluntarily entered, to enable him to be technically qualified to stand for election. We have had one General Election under the New Constitution, and no one can hereafter reasonably plead that he finds himself suddenly handicapped by the provisions of Section 7(d)-- referred to above. If, with his eyes open, he enters into a contract with the Government, he must taken all the consequences of that agreement and cannot reasonably expect to get out of the contract until he has completed it. Orders may be taken in circulation on this question of policy also; and if any my suggestion is approved, the ma draft may be amplified suitably. This policy may be announced, so that contractors may not have any sense of grievance when their last-minute applications to the Govt. for the termination of their contracts are rejected summarily.

3. It may also be considered whether it would not be better to say in the G.O. proposed to be issued -- the G.O. may be confidential -- that no application for fresh registration will be considered for a period of one year after the termination of the contract which was done to enable the contractor to stand for an election. It seems better to prescribe a definite period, rather than expose the Chief Engineer to allegations that he has not exercised his discretion impartially and that he ordered fresh registration earlier in some cases and later in the other cases, or refused them altogether. It is not unlikely that any of these persons are indispensable as Government contractors, or that Government will be put to any serious inconvenience if their services as contractors are not available for a period of one year after they deserted their contracts for politics!!

S.Venkateswaran,
11-7-52.
Addl. Secy., Public.

Legal (Constitution) Department.

The suggestions embodied in the minutes of C.M. at pp.6-7--- ante do not offend against any of the Constitutional provisions. The Government have a very large discretion in the matter of choosing the persons with whom they should enter into contracts. No person has a right to claim that the Government should enter into a contract with him. It is, therefore, open to the Government, in the exercise of their discretion to say that persons with certain antecedents should not be given a Government contract for a specified time. /~~Neither~~ Article 14 of the Constitution which deals with equality before the law and equal protection of the laws nor Article 15 which speaks of discrimination against a citizen based on grounds only of religion, race, caste, sex, -- or place of birth, applies to a case like the present.

either/

2. The question is purely one of administrative policy. Whether a contractor can be relied upon to execute a work satisfactorily is to be decided by the authority who grants him the contract. If, by his previous conduct a contractor clearly demonstrated that he prefers a political career to that of a contractor, that will be a valid reason for treating him with mental reservation in the matter of entrusting him with contracts for the execution of important Governmental works. It can well be suspected that the offer of such a person to undertake a work or contract is due to his inability at the moment to successfully enter upon a political career which he desires. As and when an opportunity for entering politics presents itself to him, we can reasonably expect him to desert his

his contractual obligations and take to politics. Such conduct on his part, will cause inconvenience and prejudice to the Government. On the other hand a person who is whole-heartedly devoted to the career of a contractor can safely be relied upon by the Government. The professional contractor will have an anxiety to acquit himself creditably in the work undertaken by him and satisfy the Government regarding his performance, whereas a half-hearted contractor who undertakes a contract merely because a political career is just then not open to him is not likely to give of his best to the execution of the contract undertaken by him. But if such a person's desire for a political career ceases, and he whole-heartedly seeks the career of a contractor it will then be time to treat him on a par with other single-minded contractors. Until then, there will be every justification from the administrative point of view to treat him differently from the other contracts who have shown no inclination to adopt any career other than that of contractors. The period of one year suggested in the C.M.'s minutes will be a sufficient testing time to ascertain whether a contractor has permanently reverted to his career as a contractor and can be expected to continue that career with undivided attention.

3. This Department also agrees with the view expressed by the Additional Secretary, Public, that it is desirable to declare unequivocally that a person who has entered into a contract with the Government will not be allowed prematurely to terminate it and escape his contractual obligations in order to be able to offer himself as a candidate for a seat in the Legislature of the State or in Parliament.

K.V. Gopalakrishnan,
14-7-52.

I agree with D.S. There is no constitutional or legal objection, so far as I can see, to the issue of orders as proposed by Secretary, P.W.D., and Additional Secretary, Public. None of the articles, 14, 15 and 19(6), will be contravened by the proposals.

The draft will, no doubt be sent to this Department for remarks, if any, before issue.

K.V. Rajagopalan,
14-7-52.
Secy.

P.W.D.(P.2).

This file relates to the question of re-assignment to a contractor of the work from which he withdrew last year with a view to contest the General Elections. This Department held that this should not be done but that there need be no objection to register the contractor for future contracts. The file was circulated to M.(P.W.) and C.M. on 3-6-1952. C.M.'s minutes at pp.6-7 ante may kindly be perused again. With reference to his minutes, the question whether the contractor can be debarred for a year has been examined in consultation with Public (Elections) and Legal Departments.

2. The notes of Dy. Secretary and Secretary at pp.7-11 ante, the note of Addl. Secretary, Public Dept. at pp.12-14 ante commencing from X at p.12 ante, and the notes of Legal at pp.14-16 ante may kindly be read. Additional Secretary, Public Dept. considers that there is no objection, under the Constitution,

to

to implement the suggestion of the C.M. He has also made the following suggestions:

A (i) that Government should, in future, firmly and summarily decline to terminate contracts subsisting on the date when the writ for an election is issued under the Representation of the People Act, 1951;

(ii) that orders may be taken in circulation on the question of policy in item (i) above; and

B (iii) that this policy may be announced so that the contractors may not have any sense of grievance when their last-minute applications to the Government for the termination of their contracts are rejected summarily.

Legal also agree that there is no objection to issue orders as suggested by the C.M. They also agree to the suggestions of the Addl. Secretary, Public Department and say that none of the articles, 14, 15 and 19(6) of the Constitution will be contravened by the proposals.

3. The suggestions of the Addl. Secretary, Public Dept. may, perhaps, be accepted in this Dept. also. Subject to orders in circulation, a revised draft order is submitted. Public (Elections) and Legal may see for acceptance of the order prior to circulation.

A.J.C.
17-7-52.

S A.P.17. means cancellation of the orders at (Z). There is no objection to it; but similar orders are most likely to issue again just before the next elections.

T B P.17. will follow from A. P.18.

R There is no legal bar to shutting out, for a period of one year, those contracts who had withdrawn from ~~xxxx~~ contracts for the purpose of standing for the elections. But Departmental work is not likely to suffer if this is not done. On the other hand, if this is done and if there are favourable tenders from such contractors, they will have to be rejected.

Attention is, in this connection invited to the Home Dept. G.O. at (C) wherein the resignation of the P.P. of E. Malabar was accepted in order to enable him to stand for the elections, and the same ~~xxx~~ man was appointed to the post, after the elections, in May 1952.

For orders on R, S and T p.18.

M. Gopal Menon,
17-7-52.

M (Law) may also see.

T.M.S. Mani,
17-7-52.

M.(P.U.) M. Ranga Reddi,
17-7.

M (Law) K.P.
18-7-52. From page 4 ante.

I think the case of contractors is very different from other cases and R, S and T may be accepted and orders issued accordingly.

C. Rajagopalachar,
21-7-52.

A.S.III.

With reference to the orders in Circulation above, it is presumed that the 'revised draft' already put up needs no amendment. MEMT. Public (Elections) and Legal may see for acceptance of the draft -- vide -- para 3, p.18 ante.

A.J.C.
23-7-52.

(The question whether the same principle should not apply in regard to candidates for election to local bodies also, may be examined separately in office).

T.M.S. Mani,
23-7-52.

Public (Elections).Dept.

(Previous note of this Deptt. at pp.11-14 ante).

The Orders in circulation on p.19 ante, and the draft order below may be perused.

I It may be specifically stated in the draft order, that the orders in G.O.No.4682, P.W., dated 16-11-1951, permitting the termination of contracts subject to certain conditions, are cancelled.

II P.W.D. may also consider whether it will not be better to issue a Press Release explaining the policy mentioned at B on p.17 ante.

With the above remarks the file may be passed on to Leg.(Const

Id./-
25-7-52.

I) Not necessary, I think. That G O. applied onlyto the recent General elections which are completely over. Also see the words "in future" in para 2 of the draft.

S.V.,
26-7-52.

II) Not necessary, I think or desirable. It might be read as a criticism of the previous Ministry and might provoke public controversy engineered by aggrieved -ex-contractors? in the draft will, I think, do and will be quickly effective.

S. Venkateswaran,
26-7-52.

Legal (Constitution) Department.

Seen in Legal.

The slight alterations indicated in red ink on the draft may be

may be made. It is presumed that not only Chief Engineers but, also Superintending and Executive Engineers will have power to terminate contracts, and that applications for such termination may be made to Chief, Superintending or Executive Engineers, as the case may be, and not necessarily to the Government.

K.V. Gopalakrishnan, 28/7
K.V. Rajagopalan, 26/7
Secy.

P.W.D.(B.2).

Please see the notes of Public (Elections) Dept. and Legal Dept. on pp.20-21 above.

2. With reference to the presumption of the Legal Dept. referred to at 'A' above, it is submitted that according to para 159 of the Madras Public Works Department Code, no authority lower than the officer in charge of a sub-division can accept any tender or make a contract for public works. But there is no indication in the above Code as to the officers who are empowered to terminate contracts. However, it seems that the officers empowered to enter into contracts are also empowered to terminate contracts. If so, it follows that all the Superintending Engineers and the Executive Engineers and A.E's. who are empowered to accept any ~~xxx~~ tender or make a contract have powers to terminate contracts accepted by them. It appears, therefore, that the presumption of the Legal Dept. at 'A' on p.21 ante is correct. The draft order below as amended by legal may issue.

~~xx~~ A.J.C.
1-8-52

T.V.N.
1-8-52

Id./-
1--8--52.

M.G.,
1-8-52.

/True copy/

Superintendent.